

EXHIBIT K

116 JOHN STREET, NEW YORK, NY 10038

TELEPHONE (212) 608-3500
TELECOPIER (212) 608-9687

LONG ISLAND OFFICE
100 JERICHO QUADRANGLE, JERICHO, NY 11753

August 8, 2007

Ext. 114
DIRECT FAX (212) 227-1486
E-MAIL: MBECKMAN@BLBLP.COM

VIA FAX & CERTIFIED MAIL

First American Title Insurance Co. of New York
633 Third Avenue
New York, NY 10017
Attn: Mitchell A. Gluck

Re: Escrow Agreements dated February 23, 2007 between First American Title Insurance Company of New York ("Escrow Agent") Milbank Real Estate Services, Inc. ("Purchaser") and 272 Sherman LLC and 1551 St. Nicholas LLC ("Sellers"), respectively.

Gentlemen:

Reference is made to the two above Escrow Agreements in which the Escrow Agent is holding \$720,000 as the contract deposit, plus interest for the matter regarding 272 Sherman Ave, New York, NY (the "Sherman Deposit") and holding \$900,000 as the contract deposit plus interest for the matter regarding 1551 St. Nicholas Ave., New York, NY (the "St. Nicholas Deposit").

We wish to advise you as follows:

1. The closing for the two properties was to be completed by the Purchaser or assigns, on August 3, 2007, TIME BEING OF THE ESSENCE.
2. On August 3, 2007, Purchaser requested and Seller agreed to extend the date of FUNDING ONLY for the completion of the closings to the end of business of August 7, 2007 (copy of fax from Purchaser's attorney enclosed).
3. On August 7, 2007 at the end of business, no funding of the sale of the subject properties was received by the Sellers. Since time was of the essence, the Sellers are entitled to the Sherman Deposit and the St. Nicholas Deposit respectively. We also enclose a letter of Julie Ko, Esq. of our firm formally advising Purchaser that there could be no tender of the payment balance due Sellers since the funding period AS AGREED UPON by Purchaser had lapsed.

August 8, 2007

Page -2-

By reason of the foregoing, we hereby demand that both the Sherman Deposit and the St. Nicholas Deposit be released to the respective Sellers immediately. The Escrow Agent may issue checks to the respective Sellers and deliver them to the undersigned, as attorney, immediately.

Very truly yours,
Beckman, Lieberman & Barandes, LLP

By: _____
Michael Beckman

MB/cr

cc: Seymour Hurwitz, Esq. (via fax)
Lawrence Blumberg, Esq. (via fax)

BECKMAN, LIEBERMAN & BARANDES, LLP
ATTORNEYS AT LAW

116 JOHN STREET, NEW YORK, NY 10038

TELEPHONE (212) 608-3500
TELECOPIER (212) 608-9687

LONG ISLAND OFFICE
100 JERICHO QUADRANGLE, JERICHO, NY 11753

Ex. 123
DIRECT FAX (212) 608-9687
E-MAIL:JKO@BLBLLP.COM

August 7, 2007

VIA HAND

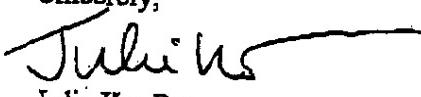
David Vanderpool, Esq.
Office of Seymour I. Hurwitz
19 West 44th Street
New York, NY 10036

RE: 1551 St. NICHOLAS AVE AND 272 SHERMAN AVE, NEW YORK

Dear Mr. Vanderpool:

We hereby reject your tender as it is past the close of business on August 7, 2007.

Sincerely,



Julie Ko, Esq.

SEYMOUR I. HURWITZ, ESQ.
19 WEST 44TH STREET, SUITE 1507
NEW YORK, NEW YORK 10036
TELEPHONE: (212) 398-1940/FAX: (212) 764-5982
E-MAIL ADDRESS: SYHURWITZ@AOL.COM

DATE: August 3, 2007

TO: Beckman, Lieberman & Baranets, Att/Jessica

FAX No.: (212) 608-9687

FROM: DAVID VANDERPOOL, ESQ.

OUR REF: Milbank Real Estate Services Inc., 1551 St. Nicholas Avenue and 272 Sherman Avenue, New York City

Total number of pages (including this cover memorandum):

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY.

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or the agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

Dear Jessica:

COMMENTS

I spoke to Michael Beckman about the need to extend the funding of the closing balances due to the Sellers until Tuesday, August 7, 2007, due to the fact that Purchaser's lending institution will not be able to fund the mortgage loan today. Kindly acknowledge the Seller's consent to such extension by signing a copy of this letter in the space designated below and returning same to my office as soon as possible.

Very truly yours,

David Vanderpool, Esq.

THE FUNDING OF THE \$6,485,424.00
BALANCE DUE TO 272 SHERMAN LLC
AND \$8,086 897.00 DUE TO 1551 ST NICHOLAS
LLC IS HEREBY EXTENDED UNTIL THE END
OF BUSINESS ON TUESDAY, AUGUST 7, 2007

Beckman, Lieberman & Baranets

By:

Attorneys for Sellers, 272 Sherman LLC
and 1551 St Nicholas LLC

* Adjustment costs to
be adjusted
accordingly.